

**AMENDMENTS TO THIRD AMENDED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS  
LOS CERRITOS UNIT II, REPLAT "A"**

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

THESE AMENDMENTS TO THE THIRD AMENDED DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR LOS CERRITOS UNIT II, REPLAT "A", are made on the date hereinafter set forth by Los Cerritos Unit II Homeowner's Association, Inc. hereinafter referred to as "Association."

**WITNESSETH:**

**WHEREAS** a Third Amended Declarations of Covenants, Conditions, Restrictions, and Easements, for Los Cerritos Unit II, Replat "A is on file in Book 4593, Page 0899 of the Real Property Records of El Paso County, Texas; which was subsequently amended on April 13, 2004; and

**WHEREAS** Association as permitted by Section 15.2 of the covenants, and a vote of 70 % of its members, as required by said Section, desires to make additional Amendments to the Third Amended Covenants to add language allowing the Association to impose restrictions on the use, character, and leasing of single-family dwellings, and changes relating to use of property and common areas.

**NOW THEREFORE**, the Association hereby amends the covenants as follows:

Section 5.7 is amended to read as follows:

**5.7 Rules and Regulations**

The Association shall have the authority, from time to time, to make and amend reasonable rules and regulations regarding the use of the Property and any portion thereof, including the use and enjoyment of the Common Areas which are not inconsistent with this Declaration or the Articles or Bylaws of the Association, which rules and regulations shall be binding upon all Owners.

Section 10.13 is amended to read as follows:

**10.13 Temporary Structures**

No temporary houses, dwellings, garages, out buildings, house trailers, tents, or other structures shall be placed permanently or temporarily on any Lot. No structure shall be occupied during construction except remodeling of a previously occupied dwelling. Any structure damaged by fire or other cause shall be repaired, replaced, or removed as soon as possible.

Section 10.15 is amended to read as follows:

### **10.15 Commercial Usage**

Owners shall use the Single-Family Dwelling and Improvements for residential purposes. Owners will not use the Single-Family Dwelling or any Improvements for commercial purposes, to include business operations open to the public or involving traffic to and from the Lot.

Section 10.19 is amended to read as follows:

### **10.19 Value**

The Owner shall not do or permit to be done any act which would tend to depreciate the value of such Owner's Single-Family Dwelling or Improvements in the Property.

Section 10.20 is amended to read as follows:

### **10.20 Leasing**

- (a) Owners, individually or through another entity, may lease a Single-Family Dwelling to a third-party tenant after the expiration of the **24-calendar month period** beginning with the first full calendar month after Owner purchases the Single-Family Dwelling. Within 10 days of a third-party tenant occupying a Single-Family Dwelling pursuant to a leasing agreement or arrangement directly or indirectly with Owner, Owner shall provide the Association with the third-party tenant's contact information, including an emergency contact telephone number, and a list of the vehicles operated by and/or registered to the third-party tenant.
- (b) Any Owner that enters into a leasing agreement or arrangement with a third-party tenant shall be responsible for ensuring the third-party tenant will use the Single-Family Dwelling for residential purposes only and comply with the Declaration and all Rules and Regulations. No Single-Family Dwelling or Improvement shall be divided into more than one living area for purposes of leasing to multiple-persons or families.
- (c) Owners shall not render any Single-Family Dwelling or Improvements for transient or hotel purposes, including any short-term leases or rentals. All leasing agreements or arrangements between any Owner and third-party tenants shall have a lease term of no less than 12 months. For the avoidance of doubt, Owners shall not advertise and/or lease a Single-Family Dwelling or any Improvement through any third-party management company or internet service, including Airbnb or VRBO.

SCANNED

**Effective date of Amendments**

These amendments will become effective on the date they are signed by the President of the Association.

**IN WITNESS WHEREOF**, the undersigned being the President of the Los Cerritos Unit II Homeowner's Association, Inc. has signed these Amendments to The Third Amended Declaration of Covenants, Conditions, Restrictions and Easements for Los Cerritos Unit II, Replat "A", on this 13 day of January 2022.

**LOS CERRITOS UNIT II  
HOMEOWNER'S ASSOCIATION, Inc.**

BY Carl Pataky  
Carl Pataky, President

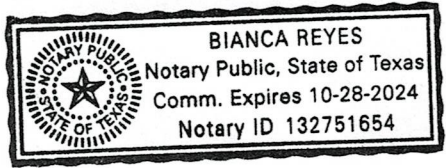
STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this date by Carl Pataky, President of Los Cerritos Unit II Homeowners Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 day of January 2022.

Bianca Reyes  
Notary Public in and for the  
State of Texas

After recording return to:  
Carl Pataky  
1525 Via Appia St.  
El Paso, TX 79912





**SCANNED**

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#Pages 3 #NFPages 1  
1/13/2022 1:00:50 PM  
Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$34.00

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Recording Division of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

*Delia Briones*

HOMEOWNERS ASSOCIATION, INC.

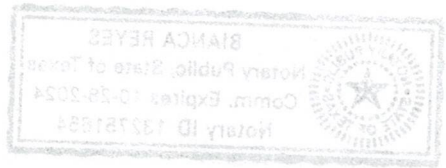
*Carl Patsky*  
Carl Patsky, President

STATE OF TEXAS  
COUNTY OF EL PASO

This instrument was acknowledged before me on this date by Carl Patsky, President of Homeowners Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13 day of January 2022.

*Delia Briones*  
Notary Public in and for the  
State of Texas



After recording return to:  
Carl Patsky  
1525 Via Appia St  
El Paso, TX 79912